

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND LAS VEGAS VALLEY WATER DISTRICT**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with U.S. Department of Justice Office of Community Oriented Policing Services for participation in the **FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM** (hereinafter "Program"); and,

WHEREAS, the objectives of the equipment and scope of work funded by the Program are to establish interoperable communications between public safety agencies operating within the Las Vegas Metropolitan Statistical Area (MSA), as defined by the U.S. Department of Justice; and

WHEREAS, the **LAS VEGAS VALLEY WATER DISTRICT** (hereinafter "Subrecipient"), a unit of local government is a committed participant in the Program; and,

WHEREAS, the City has agreed to provide equipment acquired through the Program to the Subrecipient as defined in Exhibit "A" "Schedule of Equipment Assets", such equipment to be administered by the Las Vegas Combined Communications Center, a division of the Fire & Rescue Department of the City of Las Vegas (City and Subrecipient hereinafter referenced collectively as "Parties"); and,

WHEREAS, both Parties understand and agree that equipment acquired through the Program is funded by 75% federal funds and the 25% balance is funded by a non-federal cash-match based upon the pro-rated share of each Parties' total equipment costs; and,

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In accordance with the Program guidance, the Parties are committed to establishing interoperable communications systems. All communications systems, including radio equipment, acquired through this grant program will be compatible with the federally recommended suite of standards, ANSI/TIA/EIAA-102 Phase 1 (Project 25).
2. City will provide Subrecipient all equipment assets as defined in Exhibit "A", "Schedule of Equipment Assets", through a permanent, fixed asset transaction from City to Subrecipient.
 - a. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the Program.
 - b. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order. "Total Cost", as defined in Exhibit "A" "Schedule of Equipment Assets", will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees. Subrecipient further

agrees to all financial assurances described in Exhibit "C", "City of Las Vegas Financial Assurances", attached hereto and incorporated herein as if fully set forth.

- c. All transferred assets shall become the permanent property of Subrecipient. Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all transferred assets; and, Subrecipient shall assume audit accountability of all transferred assets.
3. The Subrecipient agrees to use the equipment assets acquired through the Program to facilitate interoperable communications identified within Exhibit "B", "Scope of Work", attached hereto and incorporated herein as if fully set forth.
4. Subrecipient will comply with all applicable Federal assurances and will provide City with documentation supporting any and all audit requests. Subrecipient will provide any additional documentation requested by City that may be required for the administration of the grant program.
5. Regardless of any termination of this Agreement, Subrecipient shall comply with all federal laws and regulations associated with the receipt of equipment through the Program.
6. It is specifically understood and agreed by all Parties that any changes to the equipment and scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by the U.S. Department of Justice Office of Community Oriented Policing Services.
7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **August 31, 2006**. An extension after the **August 31, 2006** deadline has been requested the City to the U.S. Department of Justice and approval is pending.
 - b. By any Party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the budgeted equipment amounts set forth in Section 2 and Exhibit "A", subject to Subrecipient's consent to provide matching funds, the City, at its sole discretion, will increase the aforesaid budgeted equipment amounts, and Subrecipient agrees that if such augmentation of the budgeted amounts occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 2 and in Exhibit "A".
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines,

claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

11. The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the Parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT: Jack Staley, Director of Support Services
Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, NV 89153

TO CITY: Chief of Communications
Las Vegas Combined Communications Center
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this _____ day of _____, 2006, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: _____ Date _____
Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

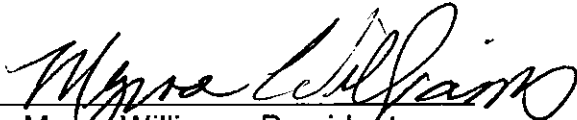

Thomas R. Green, Deputy City Attorney

5/31/06
Date

ATTEST:

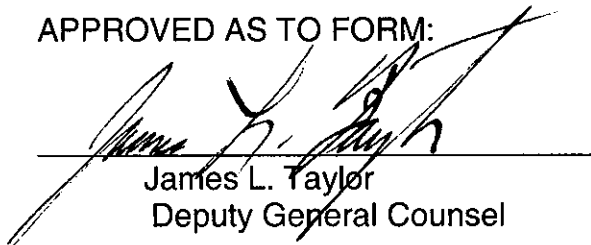
Barbara Jo Ronemus, City Clerk Date _____

LAS VEGAS VALLEY WATER DISTRICT

By: 
Myrna Williams, President

6/20/06
Date

APPROVED AS TO FORM:


James L. Taylor
Deputy General Counsel

6/9/06
Date

EXHIBIT "A"**SCHEDULE OF EQUIPMENT ASSETS
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM****LAS VEGAS VALLEY WATER DISTRICT****ORIGINAL EQUIPMENT LIST**

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
65	MOTOROLA XTS-2500 PORTABLE RADIO	\$2,561.75	\$166,513.75
105	MOTOROLA XTL-5000 MOBILE RADIO	\$3,656.00	\$383,880.00
6	MOTOROLA XTL-5000 CONTROL STATION**	\$3,974.00	\$23,844.00
176	SNACC SYSTEM ACTIVATION FEE	\$1,460.00	\$256,960.00
TOTAL COST			\$ 831,197.75
75% FEDERAL REIMBURSEMENT TO CITY			\$623,398.31
25% SUBRECIPIENT REIMBURSEMENT TO CITY			\$ 207,799.44

ADDITIONAL EQUIPMENT LIST

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
115	XTS-2500 PORTABLE RADIOS	\$2,561.75	\$294,601.25
135	XTL-5000 MOBILE RADIOS	\$3,650.00	\$492,750.00
20	XTL-1500 BASE STATIONS**	\$2,225.00	\$44,500.00
	EQUIPMENT TOTAL		\$831,851.25
144	SNACC SYSTEM ACTIVATION FEE	\$1,460.00	\$210,240.00
TOTAL COST			\$1,042,091.25
75% FEDERAL REIMBURSEMENT TO CITY			\$781,568.44
25% SUBRECIPIENT REIMBURSEMENT TO CITY			\$260,522.81

**** = DOES NOT INCLUDE ANTENNA OR COAX**

EXHIBIT "B"

SCOPE OF WORK FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

LAS VEGAS VALLEY WATER DISTRICT

Subrecipient agrees to perform the following tasks in order to accomplish the scope of work identified in the grant program:

1. Designate a technical representative to work with the City's project manager to identify subrecipient's specific equipment needs. Inform the City's project manager of any project change requests desired by subrecipient.
2. Receive the transfer of equipment assets acquired for subrecipient through the grant program and maintain internal property records for audit purposes for a period of not less than three (3) years from date of transfer as required by the Federal grant program.
3. Conduct a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) years as required by the Federal grant program. Provide the City any necessary inventory records or reports, as requested, for the City's audit requirements.
4. Install, or coordinate the installation of (as necessary), equipment assets acquired through the grant program in subrecipient's facilities and/or vehicles.
5. Ensure appropriate training is provided to all personnel employed by subrecipient that will use the equipment assets acquired through the grant program.
6. Implement the use of the equipment assets acquired through the grant program by the end of the grant performance period, or any extension period(s) requested by the City and authorized by the U.S. Department of Justice.

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EXHIBIT "C"

CITY OF LAS VEGAS FINANCIAL ASSURANCES

1. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the FFY-03 Interoperable Communications Technology Grant Program administered by the U.S. Department of Justice Office of Community Oriented Policing Services.
2. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order.
 - a. "Total Cost", as defined in Exhibit "A", will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees.
 - b. City will invoice Subrecipient for the 25% balance of the total cost of Subrecipient's equipment order at the time the order is placed. Subrecipient will issue reimbursement, in full, to City within **net 30 days** from time of invoice.
 - c. Subrecipient shall include with return payment a letter of certification indicating that the source of its 25% cash-match obligation originates from a non-federal source.
3. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
4. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
5. Required documentation for the performance of audits and quarterly reports must be provided to the City of Las Vegas within 30 days of request. Grant closeout is contingent upon City audit and resolution of any discrepancies.
6. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this agreement.
7. Subrecipients are instructed to send all aforementioned payments and financial correspondence to:

Patty Braganza, Financial Analyst
City of Las Vegas Finance Department, 6th Floor
400 Stewart Street, Las Vegas
Nevada, 89101-2986.

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